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L. R. A. (N. S.) 309, not to be corrected by a subsequent charge to the same effect, where the court again expressly refuses to give the first instructions asked.

**Bail.**—Money deposited as bail to secure the release of another from custody in which he is illegally detained is held, in *State ex rel. Grass v. White* (Wash.) 2 L. R. A. 563, to be recoverable back, although the condition of the deposit is not complied with.

**Banks and Banking—Validity of Customs.**—The custom of a bank to send paper received for collection to the bank on which it is drawn is held, in *Farley Nat. Bank v. Pollak & Bernheimer* (Ala.) 2 L. R. A. (N. S.) 194, to be void for unreasonableness.

**Banks and Banking—Insolvency.**—Funds of an insolvent bank on deposit with a correspondent bank are held, in *Clark v. Toronto Bank* (Kan.) 2 L. R. A. (N. S.) 83, to pass to the receiver, rather than the holder of a draft issued before the appointment of the receiver, but not presented until after the drawee had notice of the receivership.

**Corporations—Ultra Vires—Accommodation Indorser.**—One taking, in payment of equipment furnished to a contractor for the construction of a street railway, notes made by and payable to the contractor itself, containing the indorsement of the company for which the maker is performing the work, was held, in *J. G. Brill Co. v. Norton & T. Street R. Co.* (Mass.) 2 L. R. A. (N. S.) 525, to be chargeable with knowledge that the indorsement was merely for accommodation, and therefore ultra vires.

**Municipal Corporations—Fire Limits—Wooden Buildings.**—A building consisting of a wooden frame covered on the outside with sheets or corrugated iron, the interior, including the floor, ceiling, etc., being entirely of wood, was held, in *Sylvania v. Hilton* (Ga.) 2 L. R. A. (N. S.) 483, not to meet the requirements of a municipal ordinance requiring buildings to be constructed of brick, stone, or other incombustible material, and covered with tin, or metallic, or fireproof roofing.

**Carriers of Passengers—Assaults.**—The liability, or nonliability, of a carrier for an unprovoked assault by a third person upon a passenger is held, in *Brown v. Chicago, R. I. & P. R. Co.* (C. C. A. 8th C.) 2 L. R. A. (N. S.) 105, to depend upon the question whether the employees knew, or, by the exercise of proper care could have known, and guarded against, the threatened injury.

**Carriers of Passengers—Ejection.**—A purchaser who, before purchasing a ticket, was informed by the agent that a certain train